

GAS LINE EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, we,

Hoyt McNeil and wife, Annie Mae McNeil,

do hereby grant, bargain, sell, transfer, convey and warrant unto the Town of Olive Branch, Mississippi, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove gas lines and connections and necessary appurtenances thereto, on, over and across the following-described property in DeSoto County, Mississippi, to wit:

A gas line easement twenty (20) feet in width over and across the property of Grantor, being situated Section 32, Township 1 South, Range 6 West, DeSoto County, Mississippi; it being the intent of the Grantor to grant to City of Olive Branch the gas line easement as prescribed as laid out pursuant to the City of Olive Branch gas line records.

This easement covers the gas lines referred to on the plans and specifications of said gas distribution system for the Town of Olive Branch which are on file with said Clerk of the Town of Olive Branch, Mississippi, at Olive Branch, Mississippi, and reference to same is hereby made and such are made a part hereof.

Together with the right of ingress and egress over grantors' adjacent lands for the purpose for which the above-mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of the structures referred to herein and the grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to grantors' premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. The grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

19 80. WITNESS OUR SIGNATURES this the 31 day of December.

Hoyt McNeil
Annie Mae McNeil

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within-named Hoyt McNeil and wife, Annie Mae McNeil, who personally are known to me to be the same persons whose names are subscribed to the foregoing instrument, who acknowledged that they signed and delivered the said instrument on the day and date therein set out and for the purposes therein expressed as their voluntary act and deed.

GIVEN UNDER MY HAND and Official Seal of office, this the 31 day of December, 19 80.

My Commission expires:

9/5/84

Subler H. Berry
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 22 day of Jan. 1981, and that the same has been recorded in Book 150 Page 336 records of Right-of-Way Deeds of said County.

Witness my hand and seal this the 26 day of January 1981.

Fee \$2.50 P.D.

SEAL N. D. Ferguson

CLERK